

STATE OF MISSISSIPPI

BELLSOUTH

BK 0396 PG 0138

COUNTY OF De Soto

8416-W-MS
(1-96)

Index: NW 1/4 S 18, T 33, R 7W

Preparer's name and address:
(Return document to the
BellSouth address on back)

*Scanned
6/25/01*

nr STATE MS. - DESOTO CO.

JUL 16 12 07 PM '01

BK 396 PG 138
W. K.

Bill Hurst
Box 18 B
Carrollton, MS 38917
(662) 237-6225

Easement

For and in consideration of ten & 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia Corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 172, page 476, De Soto County, Mississippi Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 18, Township 3 S, Range 7W, Chickasaw Meridian, De Soto County, State of Mississippi, consisting of a (strip) (parce;) of land

See Attached Exhibit "A"

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the 13th day of June, 2001

BK0396PG0139

Signed, sealed, and delivered
in the presence of:

Witness

[Signature] L. S.
Owner: Dr. James M. Porter

Witness

Owner:

State of Mississippi
County of Bolivar

Before me, the undersigned authority, personally came and appeared Bill Hurst,
affiant, who being by me duly sworn, deposed and said that he/she is one of the subscribing witnesses to the signature of
Dr. James M. Porter, to the foregoing document; that he/she saw the said
property owner execute the said document and that appearer signed same, together
with _____, the other subscribing witness.

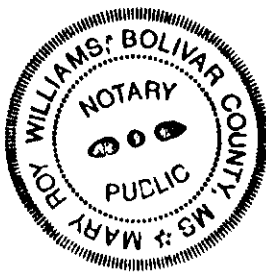
[Signature]
Signature of Affiant

Witness my hand and seal, this 11th day of June, 2001.

Mary Roy Williams
Notary Public

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 20, 2006
BONDED THRU STEGALL NOTARY SERVICE



Grantor's Address:

Dr. James M. Porter
2445 Mt Pleasant
Hernando, MS 38632
(662) 429-4596

Grantee's Address:

BellSouth Telecommunications, Inc.
914 White St Ext.
Cleveland, MS 38732
(662) 843-9253

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

District <u>North</u>	FRC <u>45C</u>	Wire Center/NXX <u>Hernando (429)</u>	Authority <u>17X-00356N</u>
Drawing	Area Number	Plat Number <u>0202</u>	RWID <u>MS033PV10/8326</u>
Approval <u>Mary Roy Williams</u>	Title <u>Right-of-Way Specialist</u>		

EASEMENT SURVEY: BELL SOUTH -
DR. JAMES M. PORTER

EXHIBIT "A"

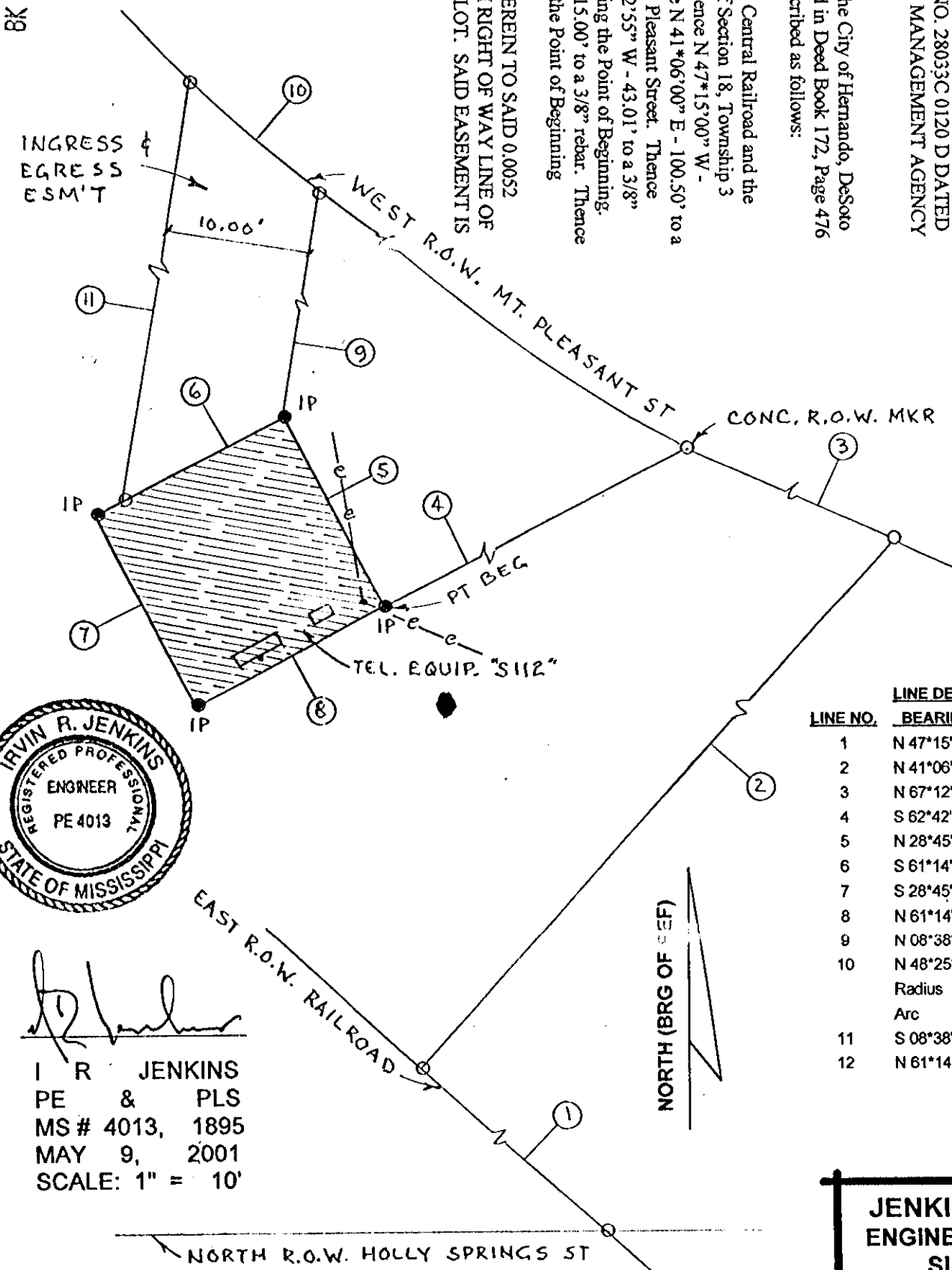
THIS IS TO CERTIFY THAT WE HAVE SURVEYED A PLOT OF LAND FROM PHYSICAL FEATURES FOUND ON THE GROUND AND DEEDS OF RECORD AS SHOWN AND DESCRIBED HEREIN. THIS PLAT IS A TRUE AND CORRECT EXEMPLIFICATION OF A CLASS B SURVEY. ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM MAP NO. 28033C 0120 D DATED MAY 3, 1990, THIS PROPERTY IS NOT IN A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IDENTIFIED FLOOD HAZARD ZONE.

0.0052 acres, (225 sf) in Section 18, Township 3 South, Range 7 West, in the City of Hernando, DeSoto County, Mississippi. Said property being a portion of that property recorded in Deed Book 172, Page 476 in the Office of Chancery Clerk, DeSoto County, Mississippi, and being described as follows:

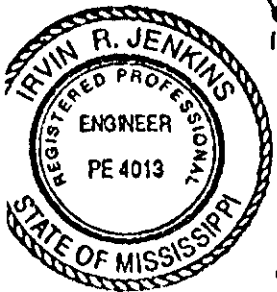
Commencing at the intersection of the East Right of Way line of the Illinois Central Railroad and the North Right of Way line of Holly Springs Street in the Northwest Quarter of Section 18, Township 3 South, Range 7 West the City of Hernando DeSoto County, Mississippi. Thence N 47°15'00" W - 150.50' along the East Right of Way line of said railroad to a point. Thence N 41°06'00" E - 100.50' to a PK Nail in an asphalt parking area on the West Right of Way line of Mount Pleasant Street. Thence N 67°12'30" W - 78.30' to a concrete right of way marker. Thence S 62°42'55" W - 43.01' to a 3/8" rebar, said point being the Southeast corner of said 0.0052 acre plot, and being the Point of Beginning. Thence N 28°45'11" W - 15.00' to a 3/8" rebar. Thence S 61°14'49" W - 15.00' to a 3/8" rebar. Thence S 28°45'11" E - 15.00' to a 3/8" rebar. Thence N 61°14'49" E - 15.00' to the Point of Beginning

A PERPETUAL INGRESS AND EGRESS EASEMENT IS INCLUDED HEREIN TO SAID 0.0052 ACRE PLOT, BEING 10' WIDE AND EXTENDING FROM THE SOUTH RIGHT OF WAY LINE OF MOUNT PLEASANT STREET TO THE NORTHWEST LINE OF SAID PLOT. SAID EASEMENT IS DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of said 0.0052 area plot, said point being a 3/8" rebar, and being the Point of Beginning of said ingress and egress easement. Thence N 08°38'17" E - 31.52' to a point on the West Right of Way line of Mount Pleasant Street. Thence proceed with a curve to the right with a Chord of N 48°25'31" W - 11.92' and a Radius of 163.76' along said line to a point. Thence S 08°38'17" W - 45.64' to a point on the Northwest line of said 0.0052 acre plot. Thence N 61°14'49" E - 12.59' along said line to the Point of Beginning.



LINE DESIGNATION		
LINE NO.	BEARING	DISTANCE
1	N 47°15'00" W	150.50'
2	N 41°06'00" E	100.50'
3	N 67°12'30" W	78.30'
4	S 62°42'55" W	43.01'
5	N 28°45'11" W	15.00'
6	S 61°14'49" W	15.00'
7	S 28°45'11" E	15.00'
8	N 61°14'49" E	15.00'
9	N 08°38'17" E	31.52'
10	N 48°25'31" W (Ch)	11.92'
	Radius	163.76'
	Arc	11.92'
11	S 08°38'17" W	45.64'
12	N 61°14'49" E	12.59'



IRVIN R. JENKINS
PE & PLS
MS # 4013, 1895
MAY 9, 2001
SCALE: 1" = 10'

JENKINS & SON
ENGINEERING & LAND
SURVEYING
COLDWATER MISS

0710349660X8